

BEATRICE A. LOPEZ

v.

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY

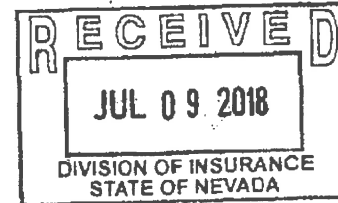
PETITION FOR REMOVAL  
UNDER 28 U.S.C. § 14441(B)

Exhibit "A"  
Complaint

Pages 1 - 15

Electronically Filed  
6/14/2018 5:58 PM  
Steven D. Grierson  
CLERK OF THE COURT

*Steven D. Grierson*



1 **COMP**

2 EDWARD J. ACHREM & ASSOCIATES  
3 Edward J. Achrem, Esq.  
4 Nevada Bar No. 2281  
5 512 South Tonopah, Ste. 100  
6 Las Vegas, Nevada 89106  
7 Phone: (702) 734-3936  
8 Counsel for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

9 BEATRICE A. LOPEZ,  
10 an individual

Plaintiff,

vs.

11 STATE FARM MUTUAL AUTOMOBILE  
12 INSURANCE COMPANY, a foreign  
13 corporation, DOES I-X and ROE  
14 CORPORATIONS I-X, inclusive

Defendants.

CASE NO.: A-18-776181-C

DEPT NO.: Department 17

**COMPLAINT**

Plaintiff, BEATRICE LOPEZ, by and through the firm of  
EDWARD J. ACHREM & ASSOCIATES, LTD., hereby alleges the  
following causes of action against the above Defendant.

**GENERAL ALLEGATIONS**

1. Plaintiff, BEATRICE LOPEZ is, and at all times herein mentioned was, a resident of Clark County, State of Nevada.
2. Plaintiff is further informed and believes, and thereon allege, that Defendant STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY ("State Farm") was at all times herein mentioned, a foreign corporation, which was also doing business in Clark County, Nevada. Plaintiff alleges that State Farm was the

*Edward J. Achrem & Associates*  
512 South Tonopah Dr., Suite 100 • Las Vegas, Nevada 89106  
(702) 734-3936 • Fax (702) 734-7199

Edward J. Ahrens & Associates  
512 South Tonopah Dr., Suite 100 • Las Vegas, Nevada 89106  
(702) 734-3936 • Fax (702) 734-7199

1 insurance carrier for her uninsured and underinsured motorist  
2 coverage benefits, as well as her medical payment coverage  
3 benefits. Because State Farm was doing business in Clark  
4 County, Nevada, and Plaintiff's vehicle was involved in a  
5 collision while on public roads in Clark County, Nevada, State  
6 Farm has subjected itself to the jurisdiction of this Court.

7 3. Plaintiff is ignorant of the true names and capacities of  
8 Defendants sued herein as DOES I through X, and ROE CORPORATIONS  
9 I through X, inclusive, and therefore sues these Defendants by  
10 such fictitious names. Plaintiff is further informed and  
11 believes that one or more of the parties which may be  
12 responsible for some portion of the damages being sought by  
13 Plaintiff as a result of a rear end collision that occurred on  
14 July 19, 2016 in Las Vegas, Nevada, may also include other  
15 persons, corporations, or other unknown entities, the identities  
16 of which have not yet been determined. Because such names are  
17 currently unknown, Plaintiff has collectively listed all of the  
18 above persons and entities as DOE Defendants and ROE  
19 CORPORATIONS Defendants and will seek leave of Court to amend  
20 this Complaint to allege their true names and capacities when  
21 they have been ascertained.

22 4. Plaintiff is informed and believes, and thereon alleges,  
23 that each of the fictitiously named Defendants is responsible in  
24 some manner described herein and that Plaintiff's damages were  
25 proximately caused by such conduct.

26 5. Plaintiff is informed and believes, and thereon alleges,

1 that at all times herein mentioned, Defendant(s) were the  
2 agents, servants, partners, affiliates and/or employees of each  
3 and every other Defendant and, in doing the things hereinafter  
4 alleged, were acting within the course and scope of their  
5 agency, partnership, affiliation and/or employment.

6  
7 **I**  
**FIRST CAUSE OF ACTION**  
**(Breach of Contract)**

8 6. Plaintiff repeats and realleges the allegations set forth  
9 in paragraphs 1 through 5 of her Complaint as though set forth  
10 in full herein, and incorporates them by reference.

11 7. Prior to the collision, automobile insurance coverage had  
12 previously been purchased from State Farm for the vehicle  
13 Beatrice was driving at the time of the collision. From the  
14 time the insurance policy was first purchased from State Farm,  
15 each and every premium had been paid in a timely manner and  
16 Beatrice was fully covered by that policy at the time of the  
17 collision.

18 8. In accordance with the terms of the above policy, State  
19 Farm provided collision insurance, including uninsured and  
20 underinsured ("UM/UIM") benefits, with \$25,000/\$50,000 coverage  
21 limits available for this collision.

22 9. Following the collision, Beatrice promptly reported the  
23 claim to State Farm and requested that coverage be provided for  
24 her injuries, ongoing medical care and continued treatment. As  
25 the costs of such care continued to increase, and pursuant to  
26 the terms of the insuring agreement, State Farm was required,

*Edward J. Ahern & Associates*  
512 South Tonopah Dr., Suite 100 • Las Vegas, Nevada 89106  
(702) 734-3936 • Fax (702) 734-7109

1 among other things, (i) to fairly and timely evaluate the  
2 Plaintiff's injuries; (ii) to determine the extent and  
3 permanency of those injuries; (iii) to calculate the past and  
4 future medical bills and treatment Beatrice would likely  
5 require; (iv) to consider and continue to evaluate her lost  
6 wages, benefits and the value and quality of her time; (v) to  
7 unconditionally tender the undisputed portion of the UM/UIM  
8 policy; and (vi) to fully and fairly compensate the Plaintiff  
9 for the injuries that were sustained, up to the 25/50 UM/UIM  
10 coverage limits.

11 10. Plaintiff contends that State Farm materially breached the  
12 terms of the insuring agreement by failing, among other things,  
13 (i) to fairly and timely evaluate her injuries; (ii) to  
14 determine the extent and permanency of those injuries; (iii) to  
15 calculate the past and future medical bills and treatment  
16 Beatrice would likely require; (iv) to consider and continue to  
17 evaluate her lost wages, benefits and the value and quality of  
18 her time; (v) to unconditionally tender the undisputed portion  
19 of the UM/UIM policy; and (vi) to fully and fairly compensate  
20 the Plaintiff for the injuries that were sustained, up to the  
21 25/50 UM/UIM coverage limits.

22 11. Since the time of the collision, and despite repeated  
23 demands on behalf of the Plaintiff, the submission of  
24 comprehensive damage statements on the Plaintiff's behalf,  
25 reasonable cooperation by the Plaintiff, timely responses to  
26 State Farm requests, and the disclosure of Beatrice's ongoing  
27  
28

*Edward J. Ahrens & Associates*  
512 South Tonopah Dr., Suite 100 • Las Vegas, Nevada 89106  
(702) 734-3936 • Fax (702) 734-7199

1 medical and related bills, State Farm has continued to  
2 materially breach the insuring agreement and has only offered a  
3 small fraction of what the Plaintiff's injury claims are  
4 actually worth, which State Farm has presented on a take-it-or-  
5 leave it basis.

6 12. As a direct and proximate result of Defendant State Farm's  
7 material breach of the insuring agreement in the manner  
8 described above, Plaintiff has been generally and specially  
9 damaged, in the same manner previously set forth in the causes  
10 of action above, in a sum in excess of Ten Thousand Dollars  
11 (\$10,000.00) and will seek leave of Court to amend when these  
12 amounts have been fully and finally ascertained.

13 13. As a further direct and proximate result, and in addition  
14 to other available sums, Plaintiff is further entitled under NRS  
15 99.040 to collect interest under the insuring agreement at the  
16 statutory rate on all uninsured and/or underinsured benefit  
17 payments from the date such payments first became due and owing  
18 to the Plaintiff. When the amount of such damages has been  
19 fully and finally ascertained, Plaintiff will seek leave of the  
20 Court to amend this Complaint accordingly.

21 II

**SECOND CAUSE OF ACTION**

**(Breach of Covenant of Good Faith and Fair Dealing)**

22  
23 14. Plaintiff repeats and realleges the allegations set forth in  
24 paragraphs 1 through 13 of her Complaint as though set forth in  
25 full herein, and incorporate them by reference.

26 15. In addition to the \$25,000 UM/UIM motorist coverage,

Edward J. Ahrens & Associates  
512 South Tonopah Dr., Suite 100 • Las Vegas, Nevada 89106  
(702) 794-3936 • Fax (702) 794-7199

1 Plaintiff's insurance policy also included medical payment coverage  
2 benefits in the amount of \$10,000.

3 16. Plaintiff first put State Farm on notice of the uninsured  
4 claim that gave rise to this action on 10/26/16. A formal demand  
5 was thereafter submitted to State Farm on 2/3/17.

6 17. On 2/3/17, Plaintiff submitted (i) a \$2,600.00 property damage  
7 estimate, (ii) medical expenses that were already in excess of  
8 \$20,000.00, (iii) at least \$53,000.00 in estimated future medical  
9 treatment, and (iv) an MRI of her neck, which revealed at a  
10 herniated disc, as well as multiple disc bulges at other levels of  
11 her neck.

12 18. On 3/7/17, State Farm unreasonably offered \$750.00 to globally  
13 settle the Plaintiff's claim. State Farm did not set forth the  
14 basis for its evaluation, or the particular provisions contained  
15 in the policy upon which its determination had been based. Upon  
16 information and belief, Plaintiff further asserts that State Farm  
17 did not have her injuries, diagnostic studies, or medical records  
18 reviewed by a licensed physician prior to submitting its settlement  
19 offer.

20 19. On 3/23/17, Plaintiff resubmitted her property damage estimate  
21 to State Farm's insurance adjuster and renewed her request for the  
22 policy limits.

23 20. On 4/13/17, the State Farm adjuster told the Plaintiff to  
24 provide him with photographs of the vehicle so State Farm could re-  
25 evaluate its offer. The Plaintiff promptly complied.

26 21. On 4/21/17, Plaintiff complied with that request and renewed  
27  
28



*Edward J. Ahrem & Associates*  
512 South Tonopah Dr., Suite 100 • Las Vegas, Nevada 89106  
(702) 734-3936 • Fax (702) 734-7199

1 her request that State Farm tender the full policy limits.

2 22. On 5/4/17, 5/16/17, and 5/31/17, Plaintiff sent additional  
3 medical records and invoices for medical treatment she had  
4 continued to receive for her neck and again renewed her request for  
5 the full policy limits so that she could continue receiving  
6 additional medical treatment for her injuries.

7 23. On 11/30/17, Plaintiff submitted another demand to State Farm,  
8 with additional billings for medical treatment she had continued  
9 to receive as a result of the incident.

10 24. On 12/05/17, State Farm told the Plaintiff it now wanted  
11 billings from two other providers.

12 25. On 12/20/17, Plaintiff provided the requested billing and  
13 medical records to State Farm.

14 26. On 12/22/17, State Farm told the Plaintiff it now wanted a  
15 copy of the MRI of Plaintiff's shoulder, so that it could evaluate  
16 her claim.

17 27. On 1/10/18, State Farm unreasonably offered \$5,000.00 to  
18 globally settle the Plaintiff's claim. Upon information and  
19 belief, Plaintiff further asserts that State Farm did not have her  
20 injuries, diagnostic studies, or medical records reviewed by a  
21 licensed physician prior to submitting its settlement offer.

22 28. On 2/14/18, Plaintiff submitted (i) an MRI of her shoulder,  
23 (which evidenced a tear); and (ii) a written submission from a  
24 board certified orthopedic surgeon, stating that the Plaintiff  
25 required future medical treatment and that the estimated costs  
26 would be in excess of \$50,000.00.



*Edward J. Ahern & Associates*  
512 South Tonopah Dr., Suite 100 • Las Vegas, Nevada 89106  
(702) 794-3936 • Fax (702) 794-7199

1 29. On 2/16/18, State Farm asked if the Plaintiff was still  
2 treating; if she had reached maximum medical improvement; and that  
3 she execute a medical release for her records.

4 30. On 4/5/18, Plaintiff provided State Farm with a signed medical  
5 release, as well as an updated letter indicating the future medical  
6 treatment protocol for her right shoulder.

7 31. On 4/9/18, State Farm unreasonably offered \$5,000.00 to  
8 globally settle the Plaintiff's claim, despite full compliance with  
9 every one of its adjuster's requests, receipt of the Plaintiff's  
10 MRI, updated medical billings, and a detailed assessment of her  
11 future medical treatment. Upon information and belief, Plaintiff  
12 further asserts that State Farm did not have her injuries,  
13 diagnostic studies, or medical records reviewed by a licensed  
14 physician prior to submitting its settlement offer.

15 32. At all times mentioned herein, Plaintiff fully complied with  
16 the terms of the insurance policy, and reasonably cooperated with  
17 State Farm, providing everything its adjuster had requested over  
18 the course of many months, plus additional uncontroverted medical  
19 evidence that detailed her present and future medical treatment,  
20 and its direct relationship to the original motor vehicle incident.

21 33. At all times mentioned herein, Defendant State Farm was an  
22 insurer in the State of Nevada and owed a continuing duty to  
23 Plaintiff to handle her claims consistent with the implied covenant  
24 of good faith and fair dealing. Defendant State Farm materially  
25 breached the implied covenant of good faith and fair dealing when  
26 it failed (i) to fairly and timely evaluate Plaintiff's injuries;

Edward J. Ahrens & Associates  
512 South Tonopah Dr., Suite 100 • Las Vegas, Nevada 89106  
(702) 734-3936 • Fax (702) 734-7109

(ii) to determine the extent and permanency of those injuries;  
(iii) to calculate and consider the past and future medical bills  
and treatment Beatrice would likely require; (iv) to have a  
licensed physician consider and evaluate her present and future  
pain and suffering; (v) to consider the value of the quality and  
enjoyment of her life; (vi) to unconditionally tender the  
undisputed portion of the policy; (vii) to tender monies that  
belonged to the Plaintiff after State Farm determined that the  
Plaintiff had submitted bills that were in excess of the policy  
limits; and (viii) to fully and fairly compensate the Plaintiff for  
the injuries that were sustained by tendering the coverage limits.

34. As a direct and proximate result of the tortious breach of the  
implied covenant of good faith and fair dealing by Defendants, and  
each of them, in the manner herein alleged, Plaintiff sustained  
physical, emotional and financial damages, mental distress,  
anguish, humiliation and indignity, as well as the loss of  
enjoyment of her life, in an amount in excess of Ten Thousand  
Dollars (\$10,000.00). When such amount has been fully and finally  
determined, Plaintiff will seek leave to amend the Complaint  
accordingly.

35. As a further proximate result of the tortious breach of the  
implied covenant of good faith and fair dealings by Defendants, and  
each of them, in the manner herein alleged, Plaintiff has incurred,  
and will continue to incur, medical and related expenses. The full  
amount of such expenses is not known at this time. When such  
amount has been determined, Plaintiff will seek leave to amend the

1 Complaint accordingly.

2 36. The actions of Defendants, and each of them, in the manner  
3 described above, were of such a nature as to be oppressive,  
4 outrageous, wanton and in willful, conscious, and reckless  
5 disregard for the rights, safety and physical well-being of the  
6 Plaintiff, with deliberate intent to injure the Plaintiff, for  
7 which she seek the additional award of punitive damages in an  
8 amount in excess of Ten Thousand Dollars (\$10,000.00), to be  
9 determined by the jury.

### 10 III

#### 11 THIRD CAUSE OF ACTION

12 (Violation of Nevada's Unfair Practices Act - NRS 686A.310)

13 37. Plaintiff repeats and realleges the allegations set forth in  
14 paragraphs 1 through 36 of her Complaint as though set forth in  
15 full herein, and incorporates them by reference.

16 38. In Nevada, all insurance companies doing business in this  
17 state must fully comply with the provisions set forth in NRS  
18 686A.310, and its related subsections, which govern the method and  
19 manner in which insurance carriers are required to handle claims.

20 39. Under these detailed rules and regulations, each of the  
21 following activities constitutes "an unfair practice," which State  
22 Farm materially violated during the handling of this claim:

23 (1) Subsection (a):

24 "Misrepresenting to insureds or claimants pertinent  
25 facts or insurance policy provisions relating to  
26 any coverage at issue."

27 (2) Subsection (b):

28 "Failing to acknowledge and act reasonably promptly upon

*Edward J. Ahern & Associates*  
512 South Tonopah Dr., Suite 100 • Las Vegas, Nevada 89106  
(702) 734-3936 • Fax (702) 734-7199

communications with respect to claims arising under insurance policies."

(3) Subsection (c):

"Failing to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies."

(4) Subsection (e):

"Failing to effectuate prompt, fair and equitable settlements of claims in which liability of the insured has become reasonably clear."

(5) Subsection (f):

"Compelling insureds to institute litigation to recover amounts due under an insurance policy by offering substantially less than the amounts ultimately recovered in actions brought by such insureds, when the insureds have made claims for amounts reasonably similar to the amounts ultimately recovered."

(6) Subsection (g):

"Attempting to settle a claim by an insured for less than the amount to which a reasonable person would have believed he was entitled by reference to written or printed advertising material accompanying or made part of an application."

(7) Subsection (k):

"Delaying the investigation or payment of claims by requiring an insured or a claimant, or the physician of either, to submit a preliminary claim report, and then requiring the subsequent submission of formal proof of loss forms, both of which submissions contain substantially the same information."

(8) Subsection (n):

"Failing to provide promptly to an insured a reasonable explanation of the basis in the insurance policy, with respect to the facts of the insured's claim and the applicable law, for the denial of his claim or for an offer to settle or compromise his claim."

40. In addition to the material breaches of its ongoing duty to the Plaintiff in the manner set forth above, State Farm failed to

*Edward J. Achrem & Associates*  
512 South Tonopah Dr., Suite 100 • Las Vegas, Nevada 89106  
(702) 734-3936 • Fax (702) 734-7199

1 consider Plaintiff's current medical expenses and the future  
2 medical treatment she required, which were based on objective  
3 findings by a Board Certified doctor. Instead, State Farm, through  
4 its non-medically trained adjuster, declared (i) that her injuries  
5 were unrelated; and (ii) that this was a low impact collision which  
6 could not have caused her injuries, even though State Farm had  
7 never had a licensed physician review the medical records, the MRI  
8 and the various diagnostic reports.

9 41. As a direct and proximate result of Defendant State Farm's  
10 material breaches of NRS 686A.310, in the manner described above,  
11 Plaintiff has been generally and specially damaged, in the same  
12 manner previously set forth in the causes of action above, in a sum  
13 in excess of Ten Thousand Dollars (\$10,000.00) and will seek leave  
14 of Court to amend when these amounts have been fully and finally  
15 ascertained.

16 42. As a direct and proximate result, Plaintiff sustained  
17 physical, emotional and financial damages, mental distress,  
18 anguish, humiliation and indignity, as well as the loss of  
19 enjoyment of her life, in an amount in excess of Ten Thousand  
20 Dollars (\$10,000.00). When such amount has been fully and finally  
21 determined, Plaintiff will seek leave to amend the Complaint  
22 accordingly.

23 43. As a further proximate result of the repeated violations of  
24 NRS 686A.310, Plaintiff has incurred, and will continue to incur,  
25 medical and related expenses. The full amount of such expenses is  
26 not known at this time. When such amount has been determined,

*Edward J. Ahern & Associates*  
512 South Tonopah Dr., Suite 100 • Las Vegas, Nevada 89106  
(702) 734-3936 • Fax (702) 734-7199

1 Plaintiff will seek leave to amend the Complaint accordingly.  
2 44. The actions of Defendants, and each of them, in the manner  
3 described above, were of such a nature as to be oppressive,  
4 outrageous, wanton and in willful, conscious, and reckless  
5 disregard for the rights, safety and physical well-being of the  
6 Plaintiff, with deliberate intent to injure the Plaintiff, for  
7 which she seek the additional award of punitive damages in an  
8 amount in excess of Ten Thousand Dollars (\$10,000.00), to be  
9 determined by the jury.

10 **IV**  
11 **FOURTH CAUSE OF ACTION**  
12 **(Declaratory Relief)**

13 45. Plaintiff repeats and realleges the allegations set forth in  
14 paragraphs 1 through 44 of her Complaint as though set forth in  
15 full herein, and incorporate them by reference.

16 46. Given Defendant State Farm's continued refusal to properly  
17 evaluate its insured's claims and injuries, and to tender the  
18 UM/UIM coverage limits, an actual controversy has arisen and exists  
19 between Plaintiff and the Defendant regarding the respective rights  
20 and obligations under the insurance policies.

21 47. Plaintiff therefore respectfully requests a judicial  
22 determination of all relevant rights, obligations, payments, and  
23 duties owed under the insuring agreement for Plaintiff's claims and  
24 causes of action.

25 48. As a result of the above describe acts, omissions and  
26 controversy, Plaintiff has been required to retain legal counsel  
27 to prosecute this action and is therefore entitled to reasonable  
28



1 attorney's fees and costs therefore.

2 WHEREFORE, Plaintiff, expressly reserve her right to amend  
3 this Complaint to include all items of damages not yet ascertained,  
4 and to pursue additional insurance bad faith claims and causes of  
5 action, if necessary, hereby prays for damages against Defendants,  
6 and each of them, as follows:

7 FIRST CAUSE OF ACTION

- 8 1. General damages in a sum exceeding Ten Thousand  
9 Dollars (\$10,000); and  
10 2. Special damages in a sum exceeding Ten Thousand  
11 Dollars (\$10,000).

12 SECOND CAUSE OF ACTION

- 13 1. General damages in a sum exceeding Ten Thousand  
14 Dollars (\$10,000);  
15 2. Special damages in a sum exceeding Ten Thousand  
16 Dollars (\$10,000); and  
17 3. Punitive damages in accordance with proof at the time  
18 of trial.

19 THIRD CAUSE OF ACTION

- 20 1. General damages in a sum exceeding Ten Thousand  
21 Dollars (\$10,000);  
22 2. Special damages in a sum exceeding Ten Thousand  
23 Dollars (\$10,000); and  
24 3. Punitive damages in accordance with proof at the time  
25 of trial.

26 ///



1 FOURTH CAUSE OF ACTION

- 2 1. General damages in a sum exceeding Ten Thousand  
3 Dollars (\$10,000); and  
4 2. Special damages in a sum exceeding Ten Thousand  
5 Dollars (\$10,000).

6 ALL CAUSES OF ACTION

- 7 1. Costs and disbursements necessitated by this legal  
8 action;  
9 2. Reasonable attorney fees;  
10 3. Prejudgment interest, including interest pursuant to  
11 NRS 99.040 at the legal rate, from date of service of  
12 process until the judgment has been fully collected;  
13 and  
14 4. For all other and further relief as the Court finds  
15 just and proper.

16 DATED this 12<sup>th</sup> day of June, 2018.

17 EDWARD J. ACHREM & ASSOCIATES, LTD.

18 /s/ Edward Achrem

19 Edward J. Achrem, Esq.  
20 Nevada Bar No.: 2281  
21 512 South Tonopah, Ste. 100  
22 Las Vegas, NV 89106  
23 Counsel for Plaintiff

24 docs\lgl\complaint.a1